

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF VANGUARD CELLULAR)	
SYSTEMS, INC. FOR ARBITRATION)	
PURSUANT TO SECTION 252(B) OF)	
THE COMMUNICATIONS ACT OF)	CASE NO. 97-020
1934, AS AMENDED, TO ESTABLISH)	
AN INTERCONNECTION AGREEMENT)	
WITH GTE SOUTH INCORPORATED)	

O R D E R

On February 13, 1997, Vanguard Cellular Systems, Inc. and its operating subsidiary West Virginia Cellular Telephone Corporation (collectively "Vanguard") and GTE South Incorporated ("GTE") submitted to the Commission their negotiated agreement for interconnection. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has extensively reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

Vanguard must comply with all relevant Commission mandates for serving in this Commonwealth.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

1. The negotiated agreement between Vanguard and GTE, which is attached hereto and incorporated herein, is approved.

2. Vanguard shall file a tariff for local service prior to providing local service giving 30 days notice to the Commission and shall comply with all Commission regulations and orders as directed.

Done at Frankfort, Kentucky, this 8th day of April, 1997.

PUBLIC SERVICE COMMISSION

Linda K Breathitt
Chairman

Edna L. Hester
Vice Chairman

B. J. Helton
Commissioner

ATTEST:

Don Mills
Executive Director

Contract ID: _____

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

WEST VIRGINIA CELLULAR TELEPHONE CORP.

ARTICLE I

SCOPE AND INTENT OF AGREEMENT	I-1
-------------------------------------	-----

ARTICLE II

DEFINITIONS	II-1
-------------------	------

1. <u>General Definitions</u>	II-1
Affiliate	II-1
Automatic Number Identification	II-1
Bellcore	II-1
Business Day	II-1
CLLI codes	II-1
Common Channel Signaling	II-1
DS-1	II-1
DS-3	II-1
Exchange Message Record	II-1
Exchange Service	II-2
EIS	II-2
FCC	II-2
Guide	II-2
Interconnection	II-2
IXC	II-2
ISDN	II-2
ISUP	II-2
Local Exchange Carrier	II-2
Local Exchange Routing Guide	II-3
Local Traffic	II-3
MDF	II-3
Meet-Point Billing	II-3
MECAB	II-3
MECOD	II-3
Mid-Span Fiber Meet	II-3
NANP	II-3
NID	II-4
Numbering Plan Area	II-4
NXX	II-4
PSAP	II-4
Rate Center	II-4
Routing Point	II-4
Service Control Point	II-5
Service Switching Point	II-5

Contract ID: _____

Signaling Point	II-5
Signaling System 7	II-5
Signal Transfer Point	II-5
Subsidiary	II-5
Synchronous Optical Network	II-5
Switched Access Service	II-5
Two-Way Wireless Mobile Telecommunications Service Provider	II-5
Vertical Features	II-5
Wire Center	II-6

ARTICLE III

GENERAL PROVISIONS	III-1
1. <u>Scope of General Provisions</u>	III-1
2. <u>Term and Termination</u>	III-1
2.1 <u>Term</u>	III-1
2.2 <u>Post-Termination Arrangements</u>	III-1
2.3 <u>Termination Upon Default</u>	III-1
2.4 <u>Termination Upon Sale</u>	III-1
2.5 <u>Liability upon Termination</u>	III-2
3. <u>Amendments</u>	III-2
4. <u>Assignment</u>	III-2
5. <u>Authority</u>	III-2
6. <u>Billing and Payment</u>	III-2
6.1 <u>Billing</u>	III-2
6.2 <u>Dispute</u>	III-2
6.3 <u>Late Payment Charge</u>	III-2
6.4 <u>Taxes</u>	III-2
7. <u>Binding Effect</u>	III-3
8. <u>Compliance with Laws and Regulations</u>	III-3
9. <u>Confidential Information</u>	III-3
9.1 <u>Identification</u>	III-3
9.2 <u>Handling</u>	III-3
9.3 <u>Exceptions</u>	III-4

Contract ID: _____

9.4	<u>Survival</u>	III-4
10.	<u>Consent</u>	III-4
11.	<u>Cooperation on Fraud Minimization</u>	III-4
12.	<u>Dispute Resolution</u>	III-4
12.1	<u>Alternative to Litigation</u>	III-4
12.2	<u>Negotiations</u>	III-5
12.3	<u>Arbitration</u>	III-5
12.4	<u>Costs</u>	III-5
13.	<u>Entire Agreement</u>	III-6
14.	<u>Expenses</u>	III-6
15.	<u>Force Majeure</u>	III-6
16.	<u>Governing Law</u>	III-6
17.	<u>Headings</u>	III-6
18.	<u>Independent Contractor Relationship</u>	III-6
19.	<u>Liability and Indemnity</u>	III-7
19.1	<u>Indemnification</u>	III-7
19.2	<u>End User and Content-Related Claims</u>	III-7
19.3	<u>DISCLAIMER</u>	III-7
19.4	<u>Limitation of Liability</u>	III-7
19.5	<u>Intellectual Property</u>	III-8
20.	<u>Multiple Counterparts</u>	III-8
21.	<u>No Offer</u>	III-8
22.	<u>Notices</u>	III-8
23.	<u>Protection</u>	III-9
23.1	<u>Impairment of Service</u>	III-9
23.2	<u>Resolution</u>	III-9
24.	<u>Publicity</u>	III-9

25.	<u>Regulatory Agency Control</u>	III-9
26.	<u>Rule of Construction</u>	III-10
27.	<u>Section References</u>	III-10
28.	<u>Severability</u>	III-10
29.	<u>Subcontractors</u>	III-10
30.	<u>Subsequent Law</u>	III-10
31.	<u>Trademarks and Trade Names</u>	III-10
32.	<u>Waiver</u>	III-10

ARTICLE IV

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

	IV-1
1.	<u>Services Covered by This Article</u>	IV-1
1.1	<u>Types of Services</u>	IV-1
1.2	<u>Service Locations for Interconnection Services and Facilities</u>	IV-1
1.3	<u>Additional Services or Service Locations</u>	IV-1
2.	<u>Billing and Rates</u>	IV-1
2.1	<u>Rates and Charges</u>	IV-1
2.2	<u>Billing</u>	IV-1
3.	<u>Transport and Termination of Traffic</u>	IV-2
3.1	<u>Types of Traffic</u>	IV-2
3.2	<u>Audits</u>	IV-2
3.3	<u>Compensation For Exchange Of Traffic</u>	IV-2
3.4	<u>Tandem Switching Services</u>	IV-2
4.	<u>Direct Network Interconnection</u>	IV-2
4.1	<u>Network Interconnection Architecture</u>	IV-2
4.2	<u>Compensation</u>	IV-3
4.3	<u>Trunking Requirements</u>	IV-4
4.4	<u>Calling Scopes</u>	IV-4

5.	<u>Indirect Network Interconnection</u>	IV-5
6.	<u>Number Resources</u>	IV-5
6.1	<u>Number Assignment</u>	IV-5
6.2	<u>Rate Centers</u>	IV-5
6.3	<u>Routing Points</u>	IV-5
6.4	<u>Code Administration</u>	IV-6
6.5	<u>Programming Switches</u>	IV-6
7.	<u>Meet-Point Billing</u>	IV-6
7.1	<u>Meet-Point Arrangements</u>	IV-6
7.2	<u>Compensation</u>	IV-7
8.	<u>Common Channel Signaling</u>	IV-7
8.1.	<u>Service Description</u>	IV-7
8.2	<u>Signaling Parameters</u>	IV-8
8.3	<u>Privacy Indicators</u>	IV-8
8.4	<u>Connection Through STP</u>	IV-8
8.5	<u>Third Party Signaling Providers</u>	IV-8
8.6	<u>Multi-Frequency Signaling</u>	IV-8
9.	<u>Implementation</u>	IV-8

ARTICLE V

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

.....	V-1
1. <u>Transfer of Service Announcements</u>	V-1
2. <u>Coordinated Repair Calls</u>	V-1
3. <u>911/E911 Arrangements</u>	V-1
3.1 <u>Description of Service</u>	V-1
3.2 <u>Transport</u>	V-1
3.3 <u>Cooperation and Level of Performance</u>	V-1
3.4 <u>Updates to Database</u>	V-2
3.5 <u>Compensation</u>	V-2
4. <u>Information Services Traffic</u>	V-2
4.1. <u>Routing</u>	V-2
4.2 <u>Recording</u>	V-2
4.3 <u>Rating</u>	V-2

4.4 Billing and Collection V-2

4.5 Blocking V-3

5. Directory Assistance (DA) and Operator Services V-3

ARTICLE VI

COLLOCATION VI-1

1. Physical Collocation VI-1

2. Existing Virtual Collocation VI-1

ARTICLE VII

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY VII-1

APPENDIX A

SERVICE MATRIX A-1

APPENDIX B

SERVICE ATTACHMENTS B-1

APPENDIX C

RATES AND CHARGES FOR

TRANSPORT AND TERMINATION OF TRAFFIC C-1

Contract ID: _____

This Interconnection Agreement (the "Agreement"), is entered into by and between GTE South Incorporated, with its address for purposes of this Agreement at 600 Hidden Ridge Drive, Irving, Texas 75038 ("GTE"), and West Virginia Cellular Telephone Corp., a West Virginia Corporation, in its capacity as a licensed provider of two-way wireless mobile telecommunications service ("Vanguard"), with its address for this Agreement at 2002 Pisgah Church Road, Suite 300, Greensboro, North Carolina 27455 (GTE and Vanguard being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services, including interconnection and traffic exchange arrangements between the Parties, in the state of Kentucky (the "State").

WHEREAS, interconnection between competing carriers is necessary and desirable for the mutual exchange and termination of traffic originating on each carrier's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon points of interconnection; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, access to their poles, ducts, conduits and rights-of-way and, in certain cases, physical collocation of equipment in LEC premises;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GTE and Vanguard hereby covenant and agree as follows:

ARTICLE I SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end user customers, and access to certain poles, ducts, conduits and rights-of-way. This Agreement also governs the terms and conditions of the collocation of certain equipment of Vanguard in the premises of GTE. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Kentucky Public Service Commission (the "Commission"), and the Parties will specifically request that the Commission approve the terms and conditions of this Agreement as submitted. For the term of this Agreement, the Parties shall not advocate before any legislative, regulatory, judicial or other public forum that any terms of this Agreement

Contract ID: _____

between the Parties be modified, supplemented, suspended or eliminated. Notwithstanding this mutual commitment, the Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

ARTICLE II DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 1.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.
- 1.2 "Automatic Number Identification" or "ANI" refers to the number transmitted through the network identifying the calling party.
- 1.3 "Bellcore" means an organization owned jointly by the Bell regional holding companies and that may in the future be owned partially or totally by other persons, that conducts research and development projects for its owners, including development of new telecommunications services. Bellcore also provides certain centralized technical and management services for the regional Bell holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.4 "Business Day" shall mean Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.5 "CLLI codes" means Common Language Location Identifier Codes.
- 1.6 "Common Channel Signaling" or "CCS" means a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.
- 1.7 "DS-1" is a digital signal rate of 1.544 Mbps.
- 1.8 "DS-3" is a digital signal rate of 44.736 Mbps.
- 1.9 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among LECs for billable, unbillable, sample,

settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

- 1.10 "Exchange Service" refers to all basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network ("PSTN"), and which enable such end users to place calls to or receive calls from all other stations on the PSTN.
- 1.11 "EIS" or "Expanded Interconnection Service" means a service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at GTE's wire centers and access tandems and interconnect those facilities with the facilities of GTE. Microwave is available on a case-by-case basis where feasible.
- 1.12 "FCC" means the Federal Communications Commission.
- 1.13 "Guide" means the GTE Customer Guide for Establishment of Services - Resale and Unbundling, which contains GTE's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. A copy of the Guide will be provided to Vanguard upon request.
- 1.14 "Interconnection" means the linking of two networks for the mutual exchange of traffic, including the physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the mutual exchange of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.15 "IXC" or "Interexchange Carrier" means a telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and are authorized by the State to provide long distance communications services.
- 1.16 "ISDN" or "Integrated Services Digital Network" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.
- 1.17 "ISUP" means a part of the SS7 protocol that defines call setup messages and call takedown messages.

- 1.18 "Local Exchange Carrier" or "LEC" means any company certified by the Commission to provide local exchange telecommunications service.
- 1.19 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 1.20 "Local Traffic", for purposes of compensation between Parties, means traffic that is originated by an end user of one Party and terminates to the end user of the other Party within the same MTA (Major Trading Area) and, for GTE-originated traffic, within the same LATA, provided that the end user of Vanguard receives service on a wireless, mobile basis.
- 1.21 "MDF" or "Main Distribution Frame" means the distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.22 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two local service providers (i.e., the Parties) jointly provide the transport element of a switched access service to one of the local service provider's end office switches, with each local service provider receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.
- 1.23 "MECAB" refers to the *Multiple Exchange Carrier Access Billing* ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.24 "MECOD" refers to the *Multiple Exchange Carriers Ordering and Design* ("MECOD") *Guidelines for Access Services - Industry Support Interface*, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establish methods for processing orders for access service which is to be provided by two or more LECs.
- 1.25 "Mid-Span Fiber Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon POI.

- 1.26 "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809, and any revisions thereto.
- 1.27 "NID" or "Network Interface Device" means a cross connect device which is the point of connection and demarcation between the end user's inside wiring and GTE's loop facilities.
- 1.28 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.29 "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.
- 1.30 "POI" means Point of Interconnection.
- 1.31 "Provider" means GTE and "Customer" means Vanguard with respect to those services performed by GTE pursuant to this Agreement. Vanguard shall be referred to as Provider and GTE shall be referred to as Customer solely with respect to those services performed by Vanguard pursuant to this Agreement.
- 1.32 "PSAP" means Public Safety Answering Points.
- 1.33 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Service. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.34 "Routing Point" denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the

LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

- 1.35 "Service Control Point" or "SCP" is the node in the signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.
- 1.36 "Service Switching Point" or "SSP" means a Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.37 "Signaling Point" or "SP" means a node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.38 "Signaling System 7" or "SS7" means the signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute ("ANSI") standards.
- 1.39 "Signal Transfer Point" or "STP" means a packet switch in the CCS network that is used to route signaling messages among SSPs, SPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. GTE's network includes mated pairs of local and regional STPs. STPs are provided in pairs for redundancy.
- 1.40 "Subsidiary" of a Party means a corporation or other legal entity that is majority owned by such Party.
- 1.41 "Synchronous Optical Network" or "SONET" means synchronous electrical ("STS") or optical channel ("OC") connections between LECs.
- 1.42 "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access and 900 access services.
- 1.43 "Two-Way Wireless Mobile Telecommunications Service Provider" means a CMRS provider of telephone exchange and exchange access services. CMRS providers are authorized pursuant to 47 U.S.C. § 332 (d) (1) as interpreted by the FCC and the federal courts.

Contract ID: _____

- 1.44 "Vertical Features" (including "CLASS Features") means vertical services and switch functionalities provided by GTE, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.
- 1.45 "Wire Center" means a building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

**ARTICLE III
GENERAL PROVISIONS**

1. Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be six (6) months from the effective date of this Agreement and shall continue in effect thereafter for consecutive six (6) month terms until either Party gives the other Party at least sixty (60) calendar days' prior written notice of termination, which termination shall be effective at the end of the then-current term.

2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; (b) standard terms and conditions approved and made generally effective by the Commission, if any; or (c) tariff terms and conditions made generally available to all providers of wireless mobile services.

2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or a Party's violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area of such Party or portion thereof if such Party sells or otherwise transfers the area or portion thereof. The Party shall provide the other Party with at least ninety (90) calendar days' prior written notice. Notwithstanding termination of this Agreement as to a specific operating area or

portion thereof, this Agreement shall remain in full force and effect in the remaining operating areas or portion thereof.

- 2.5 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
3. Amendments. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.
4. Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
5. Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.
6. Billing and Payment.
- 6.1 Billing. Charges provided for on the Service Attachments shall be billed monthly. Parties agree to pay all charges specified on the Service Attachments within thirty (30) calendar days of the bill date as printed on the face of the bill. Parties shall not bill for services provided pursuant to this Agreement more than six (6) months prior to the date of the bill unless notification of a billing problem with respect to such services has been provided. In those circumstances, back-billing shall be limited to six (6) months prior to the date Parties were notified of the billing problem. Parties shall not submit a claim regarding bills more than six (6) months after the bill date or six (6) months after the date of notification of a billing problem.
- 6.2 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within thirty (30) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.

Contract ID: _____

- 6.3 Late Payment Charge. If any undisputed amount due on the billing statement is not received by Provider on the payment due date printed on the face of the bill, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 6.4 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
7. Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.
8. Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
9. Confidential Information.
- 9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- 9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the disclosing Party;
 - (b) To limit access to such Confidential Information solely to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the disclosing Party;

(e) To return promptly any copies of such Confidential Information to the disclosing Party at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the disclosing Party, was received in good faith from a third party not subject to a confidential obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the disclosing Party, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the disclosing Party and shall reasonably cooperate if the disclosing Party deems it necessary to seek protective arrangements.

9.4 Survival. Subject to Section 9.3 above, the obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information to that Party.

10. Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

11. Cooperation on Fraud Minimization. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unreasonably burden or harm one Party as compared to the other. At a minimum, such cooperation shall include, when permitted by law or regulation, providing the other Party, upon reasonable request, with information concerning end users who terminate services to that Party without paying all outstanding charges, when that Party is notified that such end user seeks service from the other Party. If required and permitted by law, it shall be the responsibility of the Party seeking the information to secure the end user's permission (in the format required by law) to obtain the information. Although in most circumstances the end user's current telephone number may be retained by the end user when switching local service providers, if an end user has past due

charges associated with the account, for which payment arrangements have not been made with GTE, the end user's previous telephone number will not be made available to Vanguard until the end user's outstanding balance has been paid.

12. Dispute Resolution.

12.1 Alternative to Litigation. Except as provided under the Communications Act of 1934, as amended, and the relevant final and effective FCC Rules, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for actions permitted under the Communications Act of 1934, as amended, and the relevant FCC Rules and actions seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

12.3 Arbitration. If the negotiations conducted pursuant to Section 12.2 do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing

shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Dallas County, Texas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

12.4 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

13. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

14. Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all of its activities related to the subject of this Agreement.

15. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State, excluding principles of conflicts of laws, and shall be subject to the exclusive jurisdiction of the Federal and State courts therein.

17. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

18. Independent Contractor Relationship. The persons performing the obligations of each Party under this Agreement shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

19. Liability and Indemnity.

19.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

19.2 End User and Content-Related Claims. Subject to the limitation provided in Section 19.1 hereof, customer agrees to release, indemnify, defend, and hold harmless Provider, its Affiliates, and any third-party provider or operator of facilities involved in the provision of services, unbundled network elements or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

- 19.3 **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNBUNDLED NETWORK ELEMENTS OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 19.4 **Limitation of Liability.** Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services, unbundled network elements or facilities for the time period during which the services, unbundled network elements or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data, except in the event that the Provider engages in wilful misconduct. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the services, unbundled network elements or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 19.5 **Intellectual Property.** Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
20. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
21. **No Offer.** Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.

22. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. "Business Day" shall mean Monday through Friday, except for holidays on which the U. S. mail is not delivered. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to GTE: GTE South Incorporated
Attention: Ms. Marceil M. Morrell
AVP & Associate Counsel
Mail Code FLTC0717
201 N. Franklin
Tampa, FL 33602
Facsimile number: 813-273-9825

Copy to: Director - Carrier Markets
Mail Code HQE02L69
GTE Telephone Operations
600 Hidden Ridge Drive
Irving, TX 75038

If to Vanguard: West Virginia Cellular Telephone Corp.
Attention: Philip Smith, Esquire
2002 Pisgah Church Road, Suite 300
Greensboro, North Carolina 27455

Facsimile Number: 910-545-2219

23. Protection.

23.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

23.2 Resolution. If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

24. Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, unbundled network elements or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both GTE and Vanguard.

25. Regulatory Agency Control. This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the applicable Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. Notwithstanding the date set forth in the first paragraph of this Agreement, if this Agreement is subject to advance approval of a regulatory agency, this Agreement shall not become effective until five (5) Business Days after receipt by the Parties of written notice of such approval or, in the absence of any action on the regulatory agency's part to revise, approve, reject or otherwise carry out its obligation to render a decision concerning this Agreement, on the ninety-first (91st) day following submission of said agreement pursuant to section 252(e)(4) of the Telecommunications Act of 1996. Such date (i.e., five Business Days after the Parties receive the written notice of approval) shall become the "effective date" of this Agreement for all purposes, unless otherwise specified by the FCC or Commission.

26. Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

27. Section References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

28. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

29. Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
30. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
31. Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
32. Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.
33. Rate Modification. The Parties acknowledge that certain proceedings may effect the pricing and terms of the agreement and, accordingly, agree as follows with respect to modification of the rates initially provided for herein:
- 33.1. Generally Applicable Rates. The Parties shall adjust compensation for the transport and termination of Local Traffic once the Commission approves GTE's Transport and Termination rates which may be under review in cost analysis proceedings in the State considering the cost of GTE services on a generally applicable basis (the "Commission Approved Rate"), such that each Party shall receive compensation at Commission Approved Rates, to become effective as of the effective date of the Commission Approved Rates. If the Commission Approved Rate is appealed or otherwise challenged, the rate adjustment provided for hereunder shall nevertheless be made unless the Commission Approved Rate is stayed or otherwise does not become effective as a result of any action by the Commission, the FCC or a court of competent jurisdiction. The rate adjustment shall be completed within forty-five (45) days of the date GTE's Commission Approved Rates are implemented pursuant to Commission order or the order of any appellate authority or order of court, if appealed or challenged, such adjustment to also include any needed true-up for the difference between rates included in this Agreement and the Commission Approved Rate during this forty-five (45) day period. If the rate adjustment and true-up is effectuated but the Commission Approved Rate is later modified as the result of appeal or judicial review, then the true-up shall be reversed and the Parties will true-up to the rate resulting from appeal or judicial review.

Contract ID: _____

- 33.2. Option to Reopen Agreement. The Parties agree that for all prices other than those addressed by the foregoing provisions, after six (6) months or more after the effective date of this Agreement, that either Party may request in writing that negotiations be reopened in relation to the pricing contained in this Agreement. Upon receipt of such request to reopen negotiations as permitted herein, the parties will negotiate in good faith for a maximum time period of forty five (45) days. If at the end of 45 days closure is not obtained on the permitted pricing issues open for renegotiation, either Party may petition the Commission to resolve the dispute under the Commission's pricing authority granted by the Telecommunications Act of 1996 and to determine the final rates for each of the pricing items in controversy. The pricing contained in this Agreement shall remain in place and in effect until such time as the parties reach closure on any replacement prices under this provision or final rates are in effect at the conclusion of the Commission's proceedings including exhaustion of all appellate remedies under Section 252(e)(6) of the Act. GTE and Vanguard further agree that the nonprice terms and conditions of this Agreement were based on the legal status and requirements in effect at the time the Agreement was executed. Any modifications to those requirements as a result of federal court review or other judicial action will supersede to the extent applicable any terms and conditions of this agreement.

ARTICLE IV
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

- 1.1 Types of Services. This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet Point Billing by GTE to Vanguard or by Vanguard to GTE and the transport and termination of Local Traffic between GTE and Vanguard. The services and facilities described in this Article shall be referred to in this Article IV as the "Services."
- 1.2 Service Locations for Interconnection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement and made a part hereof, sets forth the Services and each location in the State where a Service shall be provided (the "Service Locations") and the Point of Interconnection ("POI") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment - Appendix B) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
- 1.3 Additional Services or Service Locations. If, during the term of this Agreement, GTE desires to provide to Vanguard and Vanguard desires to purchase from GTE, or Vanguard desires to provide to GTE and GTE desires to purchase from Vanguard, additional Services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide to Vanguard. The Appendix A shall be signed by GTE's authorized Account Manager and an authorized representative of Vanguard, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix and continuing through the remaining term of this Agreement, the new Services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall be deemed part of the Service Locations.

2. Billing and Rates.

- 2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix C attached to this Agreement and made a part hereof.
- 2.2 Billing. Provider shall render to Customer a bill for services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive

charges, such as charges for termination of Local Traffic, shall be billed in arrears. Other information related to billing is contained in Appendix C.

3. Transport and Termination of Traffic.

3.1 Types of Traffic. The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either direct or indirect network interconnections as provided in this Article IV. Only traffic originated by the Parties' end user customers is to be exchanged. This Agreement is specifically limited to traffic of GTE end user customers for which GTE has tariff authority to carry. This agreement is specifically limited to traffic of Vanguard end user customers to which Vanguard provides service on a two-way wireless, mobile basis and mobile customers roaming on Vanguard's network. This agreement does not include traffic of Vanguard end user customers to which Vanguard may provide service on a fixed or landline basis, except that this agreement does include traffic to and from administrative lines of Vanguard that may be provisioned on a fixed, wireless basis.

3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than 12 months from the date the audit began, such date being the earlier of the date of an audit opening meeting or the date on which the first request for information is received by the audited Party.

3.3 Compensation For Exchange Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic in accordance with Appendix C attached to this Agreement and made a part hereof. Charges for the transport and termination of non-local traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate or as otherwise agreed in writing.

3.4 Tandem Switching Services. GTE will provide tandem switching at GTE access tandems for traffic between Vanguard and GTE end offices subtending the GTE access tandem, as well as for traffic between Vanguard and non-GTE end offices subtending GTE access tandems. If GTE transports local traffic from Vanguard to a non-GTE end office via a GTE tandem, Vanguard is responsible for compensating GTE for all such tandem switched traffic between Vanguard and the non-GTE end office. This responsibility may be fulfilled either by payment by Vanguard to GTE for all such tandem switched traffic

between Vanguard and the non-GTE end office or by an agreement between Vanguard and the non-GTE end office LEC pursuant to which GTE is expressly made a third party beneficiary and GTE would receive compensation from either Vanguard or the non-GTE end office LEC, depending upon which entity originated the traffic. Vanguard shall be responsible for compensation to the non-GTE end office company for Vanguard originated traffic terminated by that company. GTE will bill Vanguard for each minute of use Vanguard generates that is tandem-switched. The applicable rate for this charge is identified in Appendix C.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture. Where the Parties mutually agree to directly interconnect their respective networks, interconnection will be as specified in the following subsections, provided that Vanguard shall be entitled to interconnect with GTE pursuant to this Agreement in accordance with Section 51.305 of the FCC's Rules, provided further however that GTE shall not be obligated to interconnect with Vanguard using two-way trunks. The POIs shall be set forth in Appendix A attached to this Agreement and made a part hereof.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection. For each POI set forth in Appendix A, the Parties shall specify the type of interconnection used at that POI.

(a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility meet-point at a designated manhole or junction location. The meet point is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A Virtual EIS arrangement at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

(c) A special access arrangement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs.

4.1.2 Virtual EIS arrangements are governed by appropriate GTE tariffs. GTE shall not permit direct connections (optical patch panel) or cross-connection ("DSX") between any Virtual EIS arrangements at the same wire center location. However, this Agreement does not preclude Vanguard from acquiring GTE special access service to connect a Virtual EIS arrangement to a distant GTE wire center or connect between Virtual EIS arrangements in different wire centers.

4.2 Compensation. The Parties agree to the following compensation for internetwork facilities, depending on facility type.

- 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the POI and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Vanguard will charge flat rated transport to GTE for Vanguard facilities used by GTE. Vanguard will apply charges based on the lesser of, (i) the airline mileage from the POI to the Vanguard switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
- 4.2.2 Virtual EIS: GTE will charge Virtual EIS rates from the applicable GTE tariff. Vanguard will charge GTE flat rated transport to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Vanguard will apply charges based on the lesser of, (i) the airline mileage from the POI to the Vanguard switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
- 4.2.3 Special Access: GTE will charge special access rates from the applicable GTE intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE.
- 4.2.4 The Parties' proportionate share of flat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

4.3 Trunking Requirements.

- 4.3.1 GTE shall make trunks available to Vanguard over which Vanguard shall terminate to end users of GTE-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of Vanguard-provided two-way wireless mobile telecommunications services, including customers roaming on the Vanguard network.
- 4.3.2 Vanguard shall make trunks available to GTE over which GTE shall terminate to end users of Vanguard-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- 4.3.3 Vanguard and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Vanguard and GTE agree to work cooperatively to agree on network trunking within sixty

(60) days following full execution of this Agreement. Vanguard and GTE will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Vanguard to terminate interLATA calls and to provide Switched Access Service to IXCs.

- 4.3.4 Each Party agrees to route traffic only over the proper jurisdictional trunk group. Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem. In no event shall either Party route Switched Access Service traffic over local interconnection trunks.
- 4.3.5 Vanguard and GTE will reciprocally provide PLU factors to each other on a quarterly basis to identify the proper jurisdiction of each call type that is carried over the required trunks. If these percentages are not received quarterly, the Parties shall use the last previous reported percentages. The PLU factor is identified on Appendix C.
- 4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (SONET where technically available) and shall be jointly-engineered to an objective P.01 grade of service.
- 4.3.7 Vanguard and GTE agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at consistent P.01 or better grades of service. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8 Signaling System 7 (SS7) Common Channel Signaling will be used to the extent that such technology is available.
- 4.4 Calling Scopes. Where interconnection is made at a GTE access tandem, this agreement allows Vanguard to originate traffic to and receive traffic from only those end user customers served by end offices subtending that access tandem. Where interconnection is made at a GTE end office, this agreement allows Vanguard to originate traffic to and receive traffic from only those end user customers served by that end office.
5. Indirect Network Interconnection. Either Party may deliver traffic destined to terminate at the other Party's end office via another LEC's tandem provided that the Parties have established compensation agreement(s) specific to this arrangement. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition,

neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

6. Number Resources.

6.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Vanguard's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Vanguard shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan administrator, GTE shall not be responsible for the requesting or assignment of number resources to Vanguard. Vanguard shall not request number resources to be assigned to any GTE switching entity.

6.2 Rate Centers. For purposes of compensation between the Parties and the ability of GTE to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes.

6.3 Routing Points. Vanguard may designate one or more routing points for each of its NPA-NXX codes. Routing points may or may not correspond with the published LERG. Routing points may only be designated at POIs.

6.4 Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

6.5 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Meet-Point Billing.

7.1 Meet-Point Arrangements.

7.1.1 Vanguard may establish Meet-Point Billing ("MPB") arrangements with GTE in order to provide Switched Access Services to third parties (or Vanguard itself if acting as an IXC) via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein.

- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Vanguard to sub-tend the GTE access tandem(s) nearest to the Vanguard Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Vanguard shall be allowed to sub-tend the next-nearest GTE access tandem in which sufficient capacity is available.
- 7.1.3 Interconnection for the MPB arrangement shall occur at the POI.
- 7.1.4 Common Channel Signaling rather than in-band signaling shall be utilized in conjunction with MPB interconnection arrangements to the extent such signaling is resident in the GTE access tandem switch.
- 7.1.5 Vanguard and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 7.1.6 As detailed in the MECAB document, Vanguard and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by Vanguard and GTE via the meet-point arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electronic file transfer protocol.
- 7.1.7 Vanguard and GTE shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at no charge.

7.2 Compensation.

- 7.2.1 Initially, billing to third parties for the Switched Access Services jointly provided by Vanguard and GTE via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method (MB/MT method). The MB/MT method means that each company will render their bill at their own rates to the third party.
- 7.2.2 Subsequently, Vanguard and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Vanguard and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, multiple-bill/single tariff method, or to continue the multiple-bill/multiple tariff method. Should Vanguard

prefer to change among these billing methods, Vanguard shall notify GTE of such a request in writing, ninety (90) days in advance of the date on which such change is desired to be implemented.

8. Common Channel Signaling.

- 8.1. Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via Signaling System 7 ("SS7") network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.
- 8.2. Signaling Parameters. Subject to Section 9.1, all SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing.
- 8.3. Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 8.4. Connection Through STP. Vanguard must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 8.5. Third Party Signaling Providers. Vanguard may choose a third-party SS7 signaling provider to transport messages to and from the GTE SS7 network. In that event, that third-party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of Vanguard in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the geographic area in which the traffic exchange trunk groups are interconnected.
- 8.6. Multi-Frequency Signaling. In the case where CCS is not available, in-band Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIP/OZZ, will be provided wherever such information is needed for call routing or billing.

9. Transition and Implementation. The Parties acknowledge that there may be certain instances in which existing arrangements between the Parties are not in accordance with the requirements of this agreement. Existing interconnection arrangements that are not in compliance with the requirements of this agreement shall not fall under the scope of this agreement until they are brought into compliance with the requirements of this agreement. Until such arrangements are brought into compliance with the requirements of this agreement, compensation will be in compliance with effective FCC rules, specifically §51.717, and related services or options currently provided to Vanguard by GTE in the State shall continue to be provided under the terms and conditions of such existing agreements. The Parties agree to use their best efforts to bring all arrangements into compliance with the terms and conditions of this agreement within six (6) months of the effective date of this agreement or within whatever other period may be mutually agreeable to the Parties.

ARTICLE V
ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Transfer of Service Announcements. When an end user customer transfers service from GTE to Vanguard, or from Vanguard to GTE, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer.

2. Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

2.1 The Parties will educate their respective customers as to the correct telephone numbers to call to access their respective repair or customer care centers.

2.2 To the extent that the correct provider of service to the customer is identifiable, the Parties will refer customers that make misdirected repair calls to the other Party to the telephone number provided by the provider of service to that customer. Such referrals will be made in a courteous manner and at no charge to the other Party. Communications with end users of the other Party during such misdirected calls other than referral to the correct number are prohibited.

2.3 The Parties will provide their respective repair/customer care contact numbers to one another on a reciprocal basis.

3. E911 Arrangements. In the event that Vanguard provides E911 services by connections to GTE's E911 selective routers (i.e., 911 tandem offices), the following terms and conditions will apply:

3.1 Description of Service. The GTE Wireless E911 interconnection arrangement will be provisioned in accordance with the GTE Wireless 911 Service Activation Plan and industry standards. Vanguard will install a minimum of two dedicated trunks to GTE's E911 selective routers (i.e., 911 tandem offices) that serve the areas in which Vanguard provides Exchange Services, for the provision of E911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at minimum, DSO-level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Particular configurations may require either CAMA- or EGD-type signaling with multifrequency (MF) tones that will deliver CPN (Calling Party Number) with the voice portion of the call. GTE will provide Vanguard with the appropriate GTE codes and specifications of the tandem office serving area and the 10-digit POTS number of each PSAP.

- 3.2 Transport. If Vanguard desires to obtain transport from GTE to the GTE 911 selective routers, Vanguard may purchase such transport from GTE at the rates set forth in GTE's intrastate switched access tariff or in GTE's intrastate special access tariff.
- 3.3 Cooperation and Level of Performance. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of Vanguard's systems to the E911 platforms, with a level of performance that will provide the same grade of service as that which GTE provides to its own end users.
- 3.4 Updates to Database. GTE and Vanguard will work together to develop the process by which the E911 database will be updated with Vanguard's end user E911 information.
- 3.5 Compensation. In situations in which GTE is responsible for maintenance of the E911 database and can be compensated for maintaining Vanguard's information by the municipality at 911 tariffed rates for Automatic Location Identification (ALI) records, GTE will seek such compensation from the municipality. GTE will seek compensation from Vanguard only if and to the extent that GTE is unable to obtain such compensation from the municipality. GTE shall charge Vanguard a portion the cost of the shared Selective Router.

4. Information Services Traffic.

- 4.1. Routing. Each Party shall route traffic for information services (e.g. 900, 976, N11, weather lines, sports lines, etc.) that originates on its network to the appropriate information services platforms connected to the other Party's network over the Local/IntraLATA trunks.
- 4.2. Recording. The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").
- 4.3. Rating. The Terminating Party shall provide to the Originating Party all rating information necessary to bill the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreements with each information provider.
- 4.4. Billing and Collection. The Originating party shall bill and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
(a) a mutually agreed upon fee for providing billing and collection of the information service charges; and

Contract ID: _____

(b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and

(c) any customer adjustment provided by the Originating Party.

4.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.

5. Directory Assistance (DA) and Operator Services. At Vanguard's request, GTE will provide to Vanguard directory assistance services and/or operator services pursuant to separate contracts to be negotiated in good faith between the Parties.

ARTICLE VI
COLLOCATION

1. Physical Collocation. GTE shall provide to Vanguard physical collocation of equipment necessary for interconnection or for access to unbundled network elements, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will provide such collocation for purposes of interconnection or access to unbundled network elements pursuant to the terms and conditions in the applicable GTE federal and state collocation tariffs.

2. Existing Virtual Collocation. If, on the effective date of this Agreement, Vanguard is virtually collocated in a GTE premise, Vanguard may (i) elect to retain its virtual collocation arrangement in that premise or (ii) unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation arrangement at that premise to physical collocation. If Vanguard elects the latter option, Vanguard's request shall be treated as a new physical collocation request and Vanguard shall pay GTE at the applicable tariff rates for construction and rearrangement of Vanguard's equipment as well as all applicable tariffed physical collocation recurring charges.

Contract ID: _____

ARTICLE VII
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent lawfully required by the Act, GTE shall afford to Vanguard access to the poles, ducts, conduits and rights of way GTE owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to GTE's tariffs and/or standard agreements.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective pursuant to Section 25 of Article III.

GTE

By Gary R. Osborne
Name Gary R. Osborne
Title State Director/External Affairs
Date February 7, 1997

Vanguard

By Richard C. Poulerson
Name Richard C. Poulerson
Title Vice President
Date 02/11/97

Contract ID: _____

ISSUE DATE: _____

APPENDIX A
SERVICE MATRIX

Service Location (identified by tandem serving area)	POI (Identified by CLLI code)	Services (identified by _____)
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GTE

By _____

Name _____

Title _____

Date _____

Vanguard

By _____

Name _____

Title _____

Date _____

Contract ID: _____

**APPENDIX B
SERVICE ATTACHMENTS**

Service Attachment ID: _____

**SERVICE ATTACHMENT
ACCESS TANDEM INTERCONNECTION**

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this Access Tandem Interconnection are _____.
(Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____.
(Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Contract ID: _____

Service Attachment ID: _____

**SERVICE ATTACHMENT
END OFFICE INTERCONNECTION**

Location: city, state (CLLI code)

Legal Entities:

Effective Date: (Enter Effective Date)

Section 1 - Interconnection Facilities

1.1 The interconnection facilities for this End Office Interconnection are _____. (Enter appropriate facility type DS1 or DS3)

1.1.1 Charges for the interconnection facilities are based on the (GTE _____ Tariff or ICB) and are subject to change during the term of this Agreement.

1.1.1.1 If ICB, the following rate elements and charges apply:

1.1.1.1.1 Non-recurring charges:

(list applicable NRC rate elements and rates)

1.1.1.1.2 Monthly Recurring charges:

(list applicable MRC rate elements and rates)

Section 2 - CCS7 Access Service Connection (To be completed if this is an SS7 interconnection.)

2.1 The CCS7 Access Service Connection (Type S) required for this service is provided by _____. (Enter appropriate provider, GTE or Other.)

2.1.1 If the CCS7 Access Service Connection (Type S) is provided by GTE, the facility charges are based on the _____ (Enter appropriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to change during the term of this Agreement.

Contract ID: _____

APPENDIX C
RATES AND CHARGES FOR
TRANSPORT AND TERMINATION OF TRAFFIC

TRANSPORT AND TERMINATION

Rate per terminated MOU \$.012

The Transport and Termination rate is reciprocal for local traffic exchanged between GTE and Vanguard and applies for all local MOUs exchanged at any POI, regardless of whether the POI is at an access tandem or an end office.

TRANSITING

Rate per transiting MOU \$.002

The transiting rate applies to all local MOUs originated by Vanguard and terminated at a non-GTE end office through facilities of GTE.

BILLING FACTORS

Terminating Traffic Factors: 20% Vanguard
80% GTE
100% Total 2-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and Vanguard, 90% originated from a Vanguard wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and, when mutually agreed upon by the Parties, may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a quarterly basis. If factors are not updated quarterly, the Parties shall use the last previously established factors.

PLU: 90%

The PLU describes the portion of local traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA). This factor applies to both originating and terminating MOUs.